

**IT Professional Technical Services  
Master Contract**

**Statement of Work (SOW)  
For Technology Services  
Issued By**

**Minnesota Board of Animal Health**

**Project Title: Staff Augmentation for Oracle Forms and Reports**

**Service Category: Database-Oracle**

**Business Need**

The Minnesota Board of Animal Health (BAH) is seeking Professional/Technical Services to augment staff for the transition from Oracle 9i database to 10g database. In addition the client/server 6i forms and reports need to be upgraded to 10g forms/reports. Finally the client/server forms and reports are to be migrated to a web based application. The web based forms will need to be modified and new features added to meet the requirements laid out in the Memorandum of Understanding (MOU) with United States Department of Agriculture (USDA) for the eradication of bovine tuberculosis (TB) in Minnesota. BAH will need Oracle forms, report development and support for an average of 8 hours per week through May 1, 2012. USDA provided Oracle 9i client/server database with forms and reports to support BAH disease controls programs. With Oracles un-supported client/server database and USDA's transition to a centralized database the Minnesota disease control database needs to be upgraded to provide web services for sharing of data with USDA. With the purchase of Oracle Standard Edition 1 and forms and reports licenses the 30 BAH offices staff and 20 BAH field staff will be able to access and record livestock premises information and test results as required in the MOU.

**Project Deliverables**

The BAH livestock disease control database will run on Oracle 10g database with web based forms and reports. An offsite backup Oracle server will be enabled to be brought online within 24 hours.

**Project Milestones and Schedule**

October 1, 2009	Project Start Date
December 1, 2009	Oracle 10g database Test Server up and running
March 1, 2010	Oracle 6i forms and reports upgraded to 10g
June 1, 2010	Oracle Client/Server applications converted to web based forms
August 1, 2010	Oracle Web Based forms go into production
November 1, 2010	Virtualization of Oracle database test machine
February 1, 2011	Virtualized Oracle database goes into Production
July 1, 2011	Configuration of virtualized off site backup Oracle server
December 1, 2011	Synchronization of data with Oracle production server and backup server
March 1, 2012	Test Disaster Recovery
May 1, 2012	End Date

**Project Environment (State Resources)**

Ray Scheierl the Information Technology Manager at BAH will manage the project. BAH will provide server administrator and network engineer as needed throughout the project. A Dell PowerEdge 4600 will be configured as a test server for forms and reports development. Two Dell PowerEdge 2950 virtualized servers will run the Oracle database for production and one Dell PowerEdge 2850 virtualized server will be the offsite backup. BAH will further supply the Oracle database licensed for 50 users of forms and reports. Consultation will occur with USDA Animal and Plant Health Inspection Service (APHIS) on web services.

**Agency Project Requirements**

BAH will implement the database at the St. Paul office and at the Minnesota Poultry Testing Laboratory (MPTL). The Information Technology (IT) staff at both locations will be trained on export and importation of the Oracle database.

**Responsibilities Expected of the Selected Vendor**

Vendor will provide Oracle database technical consulting services.

- Upgrade Oracle database from 9i to 10g
- Upgrade Oracle 6i forms and reports to 10g
- Migrate forms and reports to web based application
- New web based forms and reports added as MOU develops
- Vendor shall be sole provider of service and not subcontract any service
- Vendor will submit monthly reports outlining the work completed along with billable hours
- Vendor will provide training to IT staff at BAH and transfer knowledge to state IT staff
- All new and modified forms and reports will be unit tested along with regression tested

**Required Skills (These are to be scored as pass/fail requirements)**

Required minimum qualifications such as:

- Five years experience in Oracle database forms and reports development
- Five years experience in SQL\* PLUS and PL/SQL
- Five years experience contracting with a governmental entity
- Experience with successful Oracle database upgrade(s)

**Desired Skills**

Oracle web based forms and reports development.

**Process Schedule**

- Deadline for Questions 09/08/2009, 5:00 PM Central Daylight Time
- Posted Response to Questions 09/11/2009, 5:00 PM Central Daylight Time
- Proposals due 09/18/2009, 5:00 PM Central Daylight Time
- Anticipated proposal evaluation begins 09/21/2009, 5:00 PM Central Daylight Time
- Anticipated proposal evaluation & decision 09/25/2009, 5:00 PM Central Daylight Time

**Questions**

Any questions regarding this Statement of Work should be submitted via mail or e-mail by 09/08/2009, 5:00 PM Central Daylight Time:

Name: Ray Scheierl Information Technology Manager  
 Department: Minnesota Board of Animal Health  
 Email Address: [Ray.Scheierl@bah.state.mn.us](mailto:Ray.Scheierl@bah.state.mn.us)

Please type “**BAH IT Staff Augmentation for Oracle Forms and Reports**” in the subject line of the email

Questions and answers will be posted on the Office of Enterprise Technology website by 09/11/2009, 5:00 PM Central Daylight Time ([www.oet.state.mn.us](http://www.oet.state.mn.us)).

**SOW Evaluation Process**

Only vendors meeting all the requirements set forth by this statement of work will be evaluated.

- Understanding of and ability to meet or exceed the requirements described in the Statement of Work (15%)
- Qualifications and Experience (10%)
- Proposed contractor’s work plan and schedule to accomplish the project (25%)
- Qualifications and experience of the contractor with Oracle database, SQL \*PLUS, PL/SQL, livestock disease control databases, State Government IT operations and United States Department of Agriculture (USDA databases (20%)
- Cost (30%)

BAH Information Technology Manager and an Assistant Executive Director will complete the evaluation process.

**Response Requirements**

- Narrative summarizing your credentials, qualifications and experience
- Resume with experience in Oracle forms and reports
- Experience with SQL \* PLUS and PL/SQL
- Experience with State Government IT Operations
- Experience with USDA livestock disease database applications
- Hourly rate

- References: Provide three references as it relates to this project
- Required forms to be returned or additional provisions that must be included in proposal
  - a) Affidavit of non-collusion  
<http://www.mmd.admin.state.mn.us/doc/noncollusion.doc>
  - b) Location of Service Disclosure  
<http://www.mmd.admin.state.mn.us/Doc/ForeignOutsourcingDisclosureCertification.doc>
  - c) State of Minnesota - Immigration Status Certification  
<http://www.mmd.admin.state.mn.us/doc/immstatcert.doc>

## **Proposal Submission Instructions**

All responses are due at the time specified in the Process Schedule by email to the following address: [Ray.Scheierl@state.mn.us](mailto:Ray.Scheierl@state.mn.us). Please type “**BAH IT Staff Augmentation for Oracle Forms and Reports**” in the subject line of the email.

**Late responses will not be considered.** All costs incurred in responding to this Statement of Work will be borne by the responder.

## **General Requirements**

### **Proposal Contents**

By submission of a proposal, Responder warrants that the information provided is true, correct and reliable for purposes of evaluation for potential award of this work order. The submission of inaccurate or misleading information may be grounds for disqualification from the award as well as subject the responder to suspension or debarment proceedings as well as other remedies available by law.

### **Liability**

#### **Indemnification and Hold Harmless**

The Contractor must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney’s fees incurred by the State, arising from the performance of this contract by the Contractor or the Contractor's agents or employees. This clause will not be construed to bar any legal remedies the Contractor may have for the State's failure to fulfill its obligations under this contract.

### **Disposition of Responses**

All materials submitted in response to this SOW will become property of the State and will become public record in accordance with Minnesota Statutes, section 13.591, after the evaluation process is completed. Pursuant to the statute, completion of the evaluation process occurs when the government entity has completed negotiating the contract with the selected vendor. If the Responder submits information in response to this SOW that it believes to be trade secret materials, as defined by the Minnesota Government Data Practices Act, Minn. Stat. § 13.37, the Responder must: clearly mark all trade secret materials in its response at the time the response is submitted, include a statement with its response justifying the trade secret designation for each item, and defend any action seeking release of the materials it believes to be trade secret, and indemnify and hold harmless the State, its agents and employees, from any judgments or damages awarded against the State in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives the State’s award of a contract. In submitting a response to this RFP, the Responder agrees that this indemnification survives as long as the trade secret materials are in possession of the State.

The State will not consider the prices submitted by the Responder to be proprietary or trade secret materials.

### **Conflicts of Interest**

Responder must provide a list of all entities with which it has relationships that create, or appear to create, a conflict of interest with the work that is contemplated in this request for proposals. The list should indicate the name of the entity, the relationship, and a discussion of the conflict.

The responder warrants that, to the best of its knowledge and belief, and except as otherwise disclosed, there are no relevant facts or circumstances which could give rise to organizational conflicts of interest. An organizational conflict of interest exists when, because of existing or planned activities or because of relationships with other persons, a vendor is unable or potentially unable to render impartial assistance or advice to the State, or the

vendor's objectivity in performing the contract work is or might be otherwise impaired, or the vendor has an unfair competitive advantage. The responder agrees that, if after award, an organizational conflict of interest is discovered, an immediate and full disclosure in writing must be made to the Assistant Director of the Department of Administration's Materials Management Division ("MMD") which must include a description of the action which the contractor has taken or proposes to take to avoid or mitigate such conflicts. If an organization conflict of interest is determined to exist, the State may, at its discretion, cancel the contract. In the event the responder was aware of an organizational conflict of interest prior to the award of the contract and did not disclose the conflict to MMD, the State may terminate the contract for default. The provisions of this clause must be included in all subcontracts for work to be performed similar to the service provided by the prime contractor, and the terms "contract," "contractor," and "contracting officer" modified appropriately to preserve the State's rights.

#### **Preference to Targeted Group and Economically Disadvantaged Business and Individuals**

In accordance with Minnesota Rules, part 1230.1810, subpart B and Minnesota Rules, part 1230.1830, certified Targeted Group Businesses and individuals submitting proposals as prime contractors shall receive the equivalent of a six percent preference in the evaluation of their proposal, and certified Economically Disadvantaged Businesses and individuals submitting proposals as prime contractors shall receive the equivalent of a six percent preference in the evaluation of their proposal. For information regarding certification, contact the Materials Management Helpline at 651.296.2600, or you may reach the Helpline by email at [mmd.help.line@state.mn.us](mailto:mmd.help.line@state.mn.us). For TTY/TDD communications, contact the Helpline through the Minnesota Relay Services at 1.800.627.3529.

#### **Veteran-Owned/Service Disabled Veteran-Owned Preference Form**

In accordance with Laws of Minnesota, 2009, Chapter 101, Article 2, Section 56, eligible certified veteran-owned and eligible certified service-disabled veteran-owned small businesses will receive a 6 percent preference in the evaluation. Eligible veteran-owned and eligible service-disabled veteran-owned small businesses must be **currently** certified by the U.S. Department of Veterans Affairs prior to the solicitation opening date and time to receive the preference.

Information regarding certification by the United States Department of Veterans Affairs may be found at <http://www.vetbiz.gov>.

You must submit the Veteran-Owned/Service Disable Veteran-Owned Preference Form and the documentation required above with your response in order to be considered for this preference.

Visit [www.mmd.admin.state.mn.us/doc/vetpref.doc](http://www.mmd.admin.state.mn.us/doc/vetpref.doc) to obtain the Veteran-Owned/Service Disable Veteran-Owned Preference Form.

#### **Foreign Outsourcing of Work Prohibited**

All services under this contract shall be performed within the borders of the United States. All storage and processing of information shall be performed within the borders of the United States. This provision also applies to work performed by subcontractors at all tiers.

Statement of Work does not obligate the state to award a work order or complete the assignment, and the state reserves the right to cancel the solicitation if it is considered to be in its best interest. The Agency reserves the right to reject any and all proposals.

**STATE OF MINNESOTA**  
**IT Professional Services Master Contract Work Order**

This work order is between the State of Minnesota, acting through its \_\_\_\_\_ ("State") and \_\_\_\_\_ ("Contractor"). This work order is issued under the authority of Master Contract T-Number 502TS, CFMS Number \_\_\_\_\_, and is subject to all provisions of the master contract which is incorporated by reference.

**Recitals**

1. Under Minn. Stat. § 15.061 [INSERT ADDITIONAL STATUTORY AUTHORIZATION IF NECESSARY.] the State is empowered to engage such assistance as deemed necessary.
2. The State is in need of [ADD BRIEF NARRATIVE OF THE PURPOSE OF THE CONTRACT].
3. The Contractor represents that it is duly qualified and agrees to perform all services described in this work order to the satisfaction of the State.

**Work Order**

**1 Term of Work Order**

- 1.1** *Effective date:* \_\_\_\_\_, or the date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later.

[The Contractor must not begin work under this work order until it is fully executed and the Contractor has been notified by the State's Authorized Representative to begin the work.]

- 1.2** *Expiration date:* \_\_\_\_\_, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

**2 Contractor's Duties**

The Contractor, who is not a state employee, will: \_\_\_\_\_/[Thorough Description of Tasks/Duties]

**3 Consideration and Payment**

- 3.1** *Consideration.* The State will pay for all services performed by the Contractor under this work order as follows:

A. *Compensation.* The Contractor will be paid as follows:

**[For projects, list out each deliverable and amount to be paid for each deliverable. Only if a specific deliverable cannot be defined, insert an hourly rate.]**

B. *Travel Expenses.* Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Contractor as a result of this work order will not exceed \$\_\_\_\_\_.

C. *Total Obligation.* The total obligation of the State for all compensation and reimbursements to the Contractor under this work order will not exceed \$\_\_\_\_\_.

- 3.2** *Invoices.* The State will promptly pay the Contractor after the Contractor presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted timely and according to the following schedule: \_\_\_\_\_

**4 Liability**

**[Insert liability language that was either required in the Statement of Work or, if options were offered and scored as part of the evaluation process, insert the liability language that was proposed by the contractor and approved by the agency.]**

**5 Foreign Outsourcing**

Contractor agrees that the disclosures and certifications made in its Location of Service Disclosure and Certification Form submitted with its proposal are true, accurate and incorporated into this work order contract by reference.

**6 Authorized Representatives**

The State's Authorized Representative is \_\_\_\_\_. The State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Contractor's Authorized Representative is \_\_\_\_\_. If the Contractor's Authorized Representative changes at any time during this work order, the Authorized Representative must immediately notify the State.

**1. ENCUMBRANCE VERIFICATION:**

Signed:
Date:
CFMS Number:

**2. CONTRACTOR:**

By:
Title:
Date:

**3. STATE AGENCY:**

By:
Title:
Date: